IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF LOUISIANA SHREVEPORT DIVISION

JANICE KENNEDY	*	**CIVIL ACTION NO.**
V.	*	**JUDGE:**
HONEYWELL INTERNATIONAL, INC.	*	**MAGISTRATE:** **JURY DEMAND**

COMPLAINT

NOW INTO COURT, through undersigned counsel, comes JANICE KENNEDY, ("Plaintiff"), who respectfully represents the following:

I. JURISDICTION

1. This is an action for declaratory, injunctive and monetary relief for discrimination and retaliation in employment in violation of Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, codified at 42 U.S.C. Section 2000e *et seq.,* Age Discrimination in Employment Act, codified at 29 U.S.C. Section 623 *et seq.*, and of the Family and Medical Leave Act, codified at 29 U.S.C. Section 2601 *et seq.* Jurisdiction is based on 42 U.S.C. Section 2000e-5(f)(3), 29 U.S.C. Section 2617(a), 28 U.S.C. Section 1331, and 28 U.S.C. Section 1332. Pursuant to 28 U.S.C. Section 1367, Plaintiff further invokes the supplemental jurisdiction of this Court to hear and decide claims arising under state law.

II. PARTIES

2. Plaintiff, Janice Kennedy, is an adult female and a resident of State of Louisiana currently residing in Mooringsport, Louisiana.

3. Made Defendant in this action is:

Honeywell International, Inc, a non-Louisiana business corporation, who may be served through its registered agent Corporation Service Company at 501 Louisiana Avenue, Baton Rouge, LA 70802. ("Defendant" or "Honeywell")

4. At all times referred to in this Complaint, Defendant was engaged in an industry affecting commerce.

5. Defendant was Plaintiff's "employer" within the meaning of 42 U.S.C. Section 2000e, 29 U.S.C. Section 2611(4), 29 U.S.C. Section 630 (b), and La.R.S. 23:302.

III. VENUE

6. Venue lies in this Court as the unlawful employment practices and other actions made the basis of this suit occurred within the Western District of Louisiana.

IV. FACTUAL ALLEGATIONS

7. Plaintiff, Janice Kennedy, was hired by Defendant on May 12, 2014, as Distribution Manager.

8. On September 7, 2015, Plaintiff's supervisor Mr. Rob Shepherd ("Shepherd") requested that Plaintiff transfer an employee under her supervision to another position. Plaintiff questioned this transfer and spoke with Defendant's Human Resources Department ("HR") regarding Shepherd's instructions and the possible claims of discrimination that could arise if Shepherd's request were implemented. Plaintiff further advised HR that Shepherd was threatening to her and bullying her behind closed doors and, thus, was creating a gender based hostile work environment. HR instructed Plaintiff not to transfer the employee. After Plaintiff made this complaint to HR, she was informed by Shepherd that she was no longer allowed to go to HR on anything and that she "better figure out whose team [she] was on."

9. After this incident, Shepherd and Mr. David Leathers ("Leathers"), another manager at Defendant, started retaliating against Plaintiff.

10. The discriminatory and retaliatory conduct of Shepherd and Leathers was obvious to other employees. In fact, Mr. John H. Gratz, Production Manager, and Mr. Gary Usery, Production Manager, both called the HR at the plant numerous times, reporting their observations of Plaintiff being discriminated and retaliated against by Shepherd and Leathers.

11. Mr. Usery even escalated his complaint on Plaintiff's behalf to Ms. April Broaders, Honeywell HR Director ("Broaders").

12. In July, 2016, without having a single write-up in her personnel record or complaint against her, Plaintiff was placed on Performance Improvement Plan ("PIP") by her supervisors, Shepherd and/or Leathers.

13. On October 4, 2016, soon after being placed on PIP, Plaintiff applied for leave under the Family Medical Leave Act ("FMLA") because of her need to have foot surgery. Plaintiff was told by Ms. Alynia Roberson, Plant Human Resources Manager ("Roberson"), that she was "tacky" for filing her request for FMLA.

14. No action was immediately taken on this FMLA request.

15. Plaintiff did not agree with the PIP. On October 6, 2016, Plaintiff made a complaint on the company hotline regarding, among other things, gender and age discrimination, harassment and retaliation complaints, as well as violations of FMLA.

16. Notwithstanding her objections to the PIP, Plaintiff followed her PIP as directed and sent in weekly reports.

17. Nevertheless, Shepherd did not even read these weekly reports or follow PIP required meetings.

18. Plaintiff complained several times to the HR department regarding this failure and non-compliance by Shepherd and continued to reiterate her concern of fair treatment and her

complaints regarding discrimination and retaliation.

19. In the end (and despite Plaintiff's compliance with the PIP), Plaintiff was told that she was "not meeting expectations."

20. On October 6, 2016, Shepherd sent Plaintiff an e-mail by mistake, which was, in fact, intended for Roberson, in which he recommended that Plaintiff be fired.

21. Plaintiff sent a reply e-mail back, asking for a clarification and inquiring as to whether her employment was terminated.

22. Within a few minutes, Plaintiff was called into a meeting with Shepherd and Roberson, and notified that her employment was terminated effective October 6, 2016, because of her alleged failure to satisfy the PIP.

23. On October 10, 2016, a male interim Distribution Manager, approximate age 49, Mr. Trey Matlock, was hired to replace Plaintiff, and he assumed her duties.

24. Mr. Matlock did not hold a college degree which was a requirement of the job.

25. Notwithstanding this conduct, a few days later, Broaders told Plaintiff that despite what Plaintiff had previously been told on October 6, 2016, her employment was, in fact, not terminated, and instead, she was suspended.

26. Around October 28, 2016, Plaintiff spoke with Broaders again, who now claimed that Plaintiff was actually placed on paid leave and not suspended.

27. On November 28, 2016, Broaders e-mailed Plaintiff and notified her that the investigation into her complaints of discrimination and retaliation had been concluded. Broaders further stated that there were no findings to support Plaintiff's claims of discrimination or retaliation.

28. In the course of this investigation, several employees that were interviewed

supported Plaintiff's claims, but because they had not themselves reported issues to the HR out of fear of retaliation, their statements were dismissed and disregarded.

29. On December 12, 2016, Plaintiff sent an email to Broaders disputing the findings of the investigation and notifying Broaders that Plaintiff had filed a charge of discrimination with the Equal Employment Opportunity Commission. Plaintiff also notified Broaders that her doctor would be releasing her back to work starting December 16, 2016. Four days later at 11:56 A.M. on December 16, 2017, Roberson also became aware of Plaintiff's EEOC filing when she was copied with this e-mail.

30. The events of December 16, 2016, were truly puzzling, but the e-mail communications are telling. Plaintiff sent a follow up e-mail to Broaders and Roberson to let them know that her paycheck was incorrect and she was working with the payroll department to straighten it out. Plaintiff also reminded Broaders that her pending short-term disability had ended the day before and inquired about her employment status.

31. Broaders sent a reply e-mail to Plaintiff, telling her to work with Roberson to arrange a return to work.

32. As directed, Plaintiff called the payroll department and discovered that she was paid out all of her saved vacation hours (120 in total) in a lump sum. When Plaintiff questioned the reasons for this lump sum payout, she was told by payroll department that it was their understanding that Plaintiff's employment was terminated effective December 19, 2016, and, when an employee leaves that is the only instance they ever pay out a lump sum for vacation hours. The payroll department also verified that her manager, Shepherd, put in this request specifically for the lump sum payout.

33. To seek clarification, Plaintiff sent an e-mail to Broaders and Roberson and asked

if she was, in fact, terminated. Roberson replied, "No you should not have been paid for 120 hours of vacation."

34. However, that same day and after Roberson became aware that Plaintiff had filed a charge with the EEOC, Plaintiff received a second e-mail by Roberson, stating "[s]ince all leaves have been exhausted or denied, you are terminated as of today."

V. ADMINISTRATIVE PREREQUISITES

35. Plaintiff timely filed a charge of discrimination and retaliation with Louisiana Commission on Human Rights and the Equal Employment Opportunity Commission, both charges are currently under investigation and once a Notice of Right to Sue is issued, this Complaint will be amended to reflect receipt of the same.

VI. CAUSES OF ACTION

36. The actions and conduct of Defendant set forth herein constitutes discrimination in employment in violation of Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, codified at 42 U.S.C. Section 2000e *et seq*, and La. R.S. 23:332.

37. The actions and conduct of Defendant set forth herein constitute age discrimination in employment in violation of 29 U.S.C. Section 623 *et seq*, and 23 La. R.S. Section 312.

38. The actions and conduct of Defendant set forth herein constitute interference, restraint or denial of Plaintiff's rights under the Family Medical Leave Act in violation of 29 U.S.C. §2601 *et seq* in the following non-exclusive particulars:

(a) Failing to provide Plaintiff with leave as required by the FMLA;

(b) Failing to designate all or a portion of Plaintiff's leave as FMLA leave;

(c) Failing to allow Plaintiff to take FMLA;

(e) Failing to properly reinstate Plaintiff following the FMLA leave, and

(f) Retaliating against Plaintiff for requesting leave due under the FMLA;

39. The actions and conduct of Defendant set forth herein constitutes retaliation for exercising Plaintiff's rights under Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, codified at 42 U.S.C. Section 2000e *et seq*., Age Discrimination in Employment Act, codified at 29 U.S.C. Section 623 *et seq*., and for requesting a leave under the Family Medical Leave Act, codified at 29 U.S.C. Section 2601 *et seq* and under applicable state law.

40. The Defendant's actions complained of herein were performed with malice or reckless indifference to and in knowing violation or reckless disregard of Plaintiff's federally-protected rights and caused Plaintiff emotional distress.

41. The stated reason for terminating Plaintiff's employment was clearly pretextual and was, in fact, for requesting a leave under the Family Medical Leave Act or making a complaint under Title VII of the Civil Rights Act of 1964, as amended and/or the Age Discrimination in Employment Act.

42. As a result of the actions taken by Defendant, Plaintiff has suffered tremendous anxiety, mental anguish, mental suffering, humiliation and embarrassment. The damage done to Plaintiff's reputation as an employee has been enormous, and Plaintiff has suffered both economic losses as a result of Defendant's conduct.

VII. JURY TRIAL DEMANDED

43. Plaintiff demands a trial by jury as to all matters permitted by law.

VIII. RELIEF

WHEREFORE, PLAINTIFF PRAYS:

(A) that the Court declare the employment practices of which complaint is made to be in violation of 42 U.S.C. Section 2000e *et seq*., 29 U.S.C. 29, Section 623 *et seq*., 29 U.S.C. Section 2601 *et seq*., La.R.S. 23:323 and La.R.S. 23:312, and otherwise inculpatory and illegal;

(B) that the Court order Defendant to pay front pay and lost future wages in amounts to be determined by the jury;

(C) that Plaintiff be awarded back pay, including prejudgment interest, and any other benefits or seniority to which she may have been entitled or which she may have lost as a result of the discrimination or retaliation or tortious conduct against her;

(D) that Plaintiff be awarded compensatory and liquidated damages pursuant to 42 U.S.C. Section 2000(e), 29 U.S.C. Section 621, 29 U.S.C. Section 2617(a), La.R.S. 23:301 *et seq*, and all other applicable state law;

(E) that Plaintiff be awarded the costs of this action, including attorneys' fees, pursuant to 42 U.S.C. Section 2000(e), 29 U.S. C. Section 2617(a)(3), 29 U.S.C. Section 626 (b), La.R.S. 23:301 *et seq*, and any other applicable state law;

(F) for trial by jury for those matters triable to a jury; and

(G) that Plaintiff be awarded such other and further relief as the Court finds equitable, just and proper.

Respectfully submitted,
DOWNER, JONES, MARINO & WILHITE
401 Market Street, Suite 1250
Shreveport, LA 71101
Tel: 318-213-4444
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Allison A. Jones, Bar No. 16990

By:___*/s/ Allison A. Jones*_________
ATTORNEYS FOR PLAINTIFF

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VERIFICATION

BEFORE ME, the undersigned Notary Public, personally came and appeared JANICE KENNEDY, who did depose and state that she is the Plaintiff in the foregoing Complaint, that she has read the Complaint, and that all of the allegations contained therein are true and correct to the best of her knowledge, information and belief.

____
JANICE KENNEDY

SWORN TO AND SUBSCRIBED before me, Notary Public, this 25th day of April, 2017.

____
NOTARY PUBLIC